

# **EXHIBIT C-10**

**CAUSE NO. DC-22-13864**

**ULTIMATE ACQUISITION CORP. §      IN THE DISTRICT COURT**  
**D/B/A ULTIMATE TOOL & SAFETY §**  
§  
**Plaintiff, §**  
§  
§  
v. §      **DALLAS COUNTY, TEXAS**  
§  
§  
§  
**KY MITCHELL, §**  
§  
§  
§  
**Defendant. §      193RD JUDICIAL DISTRICT**

**DEFENDANT KY MITCHELL'S ORIGINAL ANSWER**

COMES NOW Defendant, Ky Mitchell ("Defendant") and files this Answer to Plaintiff's Original Petition ("Plaintiff's Petition"), and would respectfully show:

**I.**  
**GENERAL DENIAL**

Pursuant to Rule 92, TEX. R. CIV. P., Defendant generally denies the allegations of the Plaintiff's Petition and demands strict proof thereof.

**II.**  
**DEFENSES**

Defendant asserts the following affirmative defenses:

1. This Court lacks jurisdiction because a contract relied on by the Plaintiff requires that disputes arising from it be resolved through arbitration by the American Arbitration Association (AAA), which has exclusive jurisdiction over Plaintiff's claims.
2. Defendant denies that all conditions precedent to a right of recovery have been satisfied.
3. Plaintiff's claims are barred, in whole or in part, because they fail to state a claim for which relief can be granted, and/or have no basis in law or fact.

4. Plaintiff's claims are barred by failure or lack of consideration.
5. Plaintiff's claims are barred, in whole or in part, by the economic loss doctrine.
6. Plaintiff's claims are barred, in whole or in part, because the agreement is unenforceable.
7. Defendant is not liable for the acts, omissions, or conduct of other persons or entities not authorized to act on behalf of Defendant; pleading further, and in the alternative, Defendant is not liable for the acts, omissions, or conduct of his agents who exceeded the scope of their authority.

**III.  
RIGHT TO ARBITRATION**

Defendant reserves the right to compel arbitration as contemplated by the parties in the relevant agreements at issue in Plaintiff's Petition.

**IV.  
ATTORNEY FEES**

Defendant is entitled to attorney fees for the defense of this action. Defendant seeks such reasonable and necessary attorney fees and costs incurred by Defendant in this matter.

**V.  
PRAYER**

WHEREFORE, PREMISES CONSIDERED, Defendant prays that upon trial, Plaintiff take nothing, that Defendant recover his costs, attorney fees, and for such other and further relief to which Defendant may be justly entitled, either at law or in equity.

Respectfully submitted,

/s/ Jason A. LeBoeuf \_\_\_\_\_  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing document was served upon all counsel of record via the Court's electronic filing system pursuant to the Texas Rules of Civil Procedure on this 7th day of October, 2022.

/s/ Jason A. LeBoeuf \_\_\_\_\_  
Counsel for Defendant

**Automated Certificate of eService**

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Jason LeBoeuf on behalf of Jason LeBoeuf

Bar No. 24032662

jason@leboeuflawfirm.com

Envelope ID: 69008854

Status as of 10/7/2022 1:54 PM CST

Associated Case Party: Ultimate Acquisition Corp

Name	BarNumber	Email	TimestampSubmitted	Status
Gregory Cox	24104778	gcox@canteyhanger.com	10/7/2022 12:02:40 PM	SENT

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Jason LeBoeuf on behalf of Jason LeBoeuf

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Status as of 10/7/2022 1:54 PM CST

Associated Case Party: Ky Mitchell

Name	BarNumber	Email	TimestampSubmitted	Status
Jason LeBoeuf		jason@leboeuflawfirm.com	10/7/2022 12:02:40 PM	SENT

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**Case Contacts**

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Ryan LoganValdez		rvaldez@canteyhanger.com	10/7/2022 12:02:40 PM	SENT